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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

SPECIALTY MEDICAL SERVICES CONTRACT PROGRAM FOR PHYSICIANS AND NON-PHYSICIAN MEDICAL PERSONNEL (All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that certain specialty medical services provided on a full-time basis, as described in the second Recommendation immediately below, can be performed more economically by contracting with the private sector under County Code Section 2.121.280; and that these critically needed Proposition A services provided by individual practitioners, shall be exempt from a formal bidding or competitive negotiation process because to conduct a formal competitive process to select individual physician specialists would cause an adverse impact on the continuity of patient care at Department of Health Services (DHS or Department) facilities and would not guarantee the generation of a comprehensive list of available and qualified physicians and other medical practitioners in the particular specialty needed at any given time to cover all of the critical staffing needs that may arise on short notice at a DHS facility.
2. Approve and instruct the Director of Health Services, or his designee, to offer and the Chair to sign, following execution by the physicians, 14 renewal and 3 new specialty medical services agreements which are in compliance with the provisions of Proposition A under County Code Section 2.121, substantially similar to Exhibits I, II, and V through X, with those contractors identified on Attachment B, who have been determined by the Auditor-Controller to be cost-effective under Proposition A guidelines and at confidential rates of payment on file with DHS, effective July 1, 2004 through June 30, 2009, for the continued provision of ongoing, full-time personnel services for County patients at DHS facilities, at an estimated net County cost of \$2,979,095.

3. Approve and instruct the Director of Health Services, or his designee, to: a) offer and sign specialty medical services agreements which satisfy traditional Civil Service exceptions permitting contracts and which are exempt under the provisions of Proposition A under County Code Section 2.121, substantially similar to Exhibits III through XI, with the contractors identified on Attachment C, and at confidential rates of payment on file with DHS, effective July 1, 2004 through June 30, 2009, for the continued provision of as-needed personnel services on a part-time/intermittent basis or due to an impossible-to-recruit situation, for County patients at DHS facilities, at an estimated net County cost of \$12,956,835; and b) offer and sign new specialty medical services agreements, substantially similar to Exhibits III through X, effective July 1, 2004 or later through June 30, 2009, using the contractor selection process described herein, with qualified physician specialist or non-physician medical personnel, for the provision of as-needed personnel services on a part-time/intermittent basis, at negotiated rates not to exceed those identified on Attachment D, and limited to the following categories: a) Physicians (Medical Doctors and Doctors of Osteopathy) who are board certified or board eligible in a specialty recognized by the American Medical Association; and b) non-physician medical personnel licensed and qualified as: clinical psychologists, pharmacists, nurse practitioners, physician assistants, dentists, optometrists, or podiatrists.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The existing agreements are slated to expire on June 30, 2004. Approval of the requested actions will continue the provision of physician and non-physician specialty medical services to patients at DHS facilities.

Board approval of the recommended actions will provide DHS facilities with a method of ensuring the availability of hard-to-recruit and critically needed physician and non-physician medical personnel as needed to properly serve DHS patients in a cost-effective and feasible manner.

Current County policy and procedures require the timely submission of agreements for Board approval. However, these agreements were not scheduled on the Board agenda three weeks prior to their execution dates because funding amounts for the renewal agreements have only recently been finalized by the Department.

FISCAL IMPACT/FINANCING:

The total specialty medical services cost for Fiscal Year (FY) 2004-2005 is \$15,935,930, funded with net County cost. Funding is included in the FY 2004-05 Proposed Budget and will be requested in future fiscal years.

The hourly rates and contract maximum obligations for the respective Proposition A compliant and Proposition A exempt agreements are on file with the Department and are kept confidential in accordance with section 1457 of the California Health and Safety Code. All of the recommended rates for the Proposition A compliant agreements have been shared with each Board Office, the Chief Administrative Office, County Counsel, and Auditor-Controller. Similarly, the maximum rates payable to new, as-needed contracts are kept confidential to protect the County's bargaining position in negotiations with contract candidates.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

Background

In August 1982, the Department instituted a small physician contracting program to assure the continued availability of certain physician services to County patients at High Desert Hospital (HDH) (now known as High Desert Health System).

On December 21, 1993, the Board approved specialty medical services agreements to continue the physician contracting program at HDH. On March 22, 1994, the Board approved certain specialty medical services agreements for King/Drew Medical Center (KDMC) and other County health facilities. On December 23, 1996, the Board approved specialty medical services agreements for County hospitals and comprehensive health centers. On December 21, 1999, the Board approved a six-month extension to the contract program. On June 27, 2000, the Board approved the renewal of 136 specialty medical services agreements for physician and non-physician personnel services at various County health facilities, including 39 agreements which were determined to be in compliance with the provisions of Proposition A. On December 22, 2000, the Board approved four new physician specialty medical services agreements determined to be in compliance with the provisions of Proposition A for the provision of full-time services at KDMC and HDH. On June 19, 2001, the Board approved the renewal of 140 specialty medical services agreements for the provision of full-time and part-time/intermittent specialty medical services in various County health facilities. All agreements will expire on June 30, 2004.

Because of the difficulty in recruiting physician specialists and non-physician medical personnel into County employment to staff a number of part-time and full-time functions in DHS facilities, these agreements were developed to enable the County to contract with qualified physician specialists and non-physician medical personnel interested in providing specialty medical services at County health facilities on an as-needed basis.

Agreements in Compliance Under the Provisions of County Code Section 2.121.250 (Proposition A)

The Auditor-Controller has analyzed the rates to be paid under each agreement listed on Attachment B to determine if they are cost-effective and, therefore, in compliance with the requirements of Proposition A. The contractors will be working at least 1,682 hours per year, which is equivalent to a full-time County employee, but at a lower cost than a County employee for equivalent services, thus representing a cost savings to the County.

Agreements Exempt Under the Provisions of County Code Section 2.121.250 (Proposition A)

The Department has determined that the agreements listed on Attachment C are exempt under the provisions of Proposition A. As stated in the referenced County Code, the provision shall not apply to the contracting with private business to perform personal services when 1) the services are needed on a part-time or intermittent basis, or 2) the services cannot be performed adequately or competently or satisfactorily by Civil Service employees and it is impossible to recruit such personnel to perform such service for the period of time such service is needed by the County.

Under the first exemption, part-time or intermittent, for the purpose of these agreements, is defined as working less than 1,682 hours per year, or providing services on a schedule too irregular to be accommodated economically through full-time County employment. The part-time/intermittent contractors listed on Attachment C will be working less than 1,682 hours per year and/or on fluctuating schedules, thus meeting the part-time or intermittent exemption from Proposition A.

Under the second exemption, due to the limited availability of Pediatric Critical Care Specialists, King/Drew Medical Center is unable to identify and recruit qualified personnel to provide adequate clinical coverage. According to the American Board of Medical Specialties, there are fewer than 110 Board-certified Pediatric Critical Care specialists in the State of California. King/Drew Medical Center, which has a high incidence of pediatric patients experiencing traumatic injury, finds itself at a competitive disadvantage with other private hospitals seeking similar specialists. The contractor listed on Attachment C under the impossible-to-recruit exemption will provide 24-hour coverage of all pediatric critical care admissions and consultations, and conduct interventional procedures for pediatric critical care patients requiring diagnostic and therapeutic measures.

Determination of Non-Feasibility for Competitive Negotiation Process

The Department has made the determination that it is not feasible to conduct a formal bidding or competitive negotiation process for physician agreements otherwise in compliance with Proposition A. Under County Code section 2.121.350, an agreement may be made by noncompetitive negotiation when competition is not feasible. The Department maintains that it is not feasible to conduct either a formal bidding or competitive negotiation process to select individual physician specialists without causing an adverse impact on the continuity of patient care at health facilities. There is no certainty that a formal competitive process would generate a comprehensive list of available and qualified physicians in the particular specialty needed at any given time to cover all of the critical staffing needs that may arise on short notice at a health facility.

Board approval of the requested actions will also authorize the Director of Health Services to terminate the agreements as necessary, pursuant to specific contract provisions, and to report to the Board all such actions as they occur. Under the termination provisions of the agreement form, agreements may be terminated immediately for breach or for convenience with a 30-day advance written notice by either party.

The County will continue to provide medical defense and malpractice indemnification of direct patient care contractors as part of its contract consideration.

The recommended Proposition A compliant agreements include provisions requiring contractors to comply with the County's Living Wage Ordinance Program, and the contractors have agreed to comply with these provisions.

Attachment E contains assurances that requirements under County Code sections 2.121.380, 2.121.390, and 2.121.420B have been met.

The Department has notified and met with the appropriate employee unions and Department of Human Resources about these agreements. Consistent with Board policy, DHS will identify positions on the re-employment list whose job skills match those required by the County before a temporary contract position is retained. The agreements will not be utilized to replace County employees impacted by program curtailments. The Department will continue to work closely with employee unions on these issues.

Attachments A through E provide additional information.

Exhibits I through XI have been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

During the term of this contract program, DHS will return to the Board on a quarterly basis, if necessary, to request approval for new specialty medical services agreements which are in compliance with Proposition A.

Form agreements for medical personnel services which are exempt under Proposition A, and which satisfy traditional exceptions to the Civil Service requirements, will be offered on an as-needed basis, as determined by DHS facilities, to qualified physician specialists or non-physician medical personnel providing services on a part-time or intermittent basis. The respective administrators at DHS facilities will be responsible for negotiating rates not to exceed those identified on Attachments D, as appropriate, and screening all interested providers to ensure that they are qualified to provide County services.

Contractor Selection Process for New Agreements:

In an effort to locate qualified physician specialists and non-physician medical practitioners, DHS health facilities will canvas the Los Angeles County Medical Association and other local or regional medical groups and associations for potential qualified contractors and will advertise in local medical publications. Additionally, information regarding the potential contracting opportunity for qualified physician specialists and non-physician medical personnel to provide services on an as-needed basis in DHS health facilities under new agreements, will be posted on the DHS Contracts and Grants web site.

Once identified, potential physician specialist and non-physician medical personnel contractors will be required to complete a certification questionnaire (reviewed and approved by County Counsel and on file with the Department) to determine medical practice history, including the occurrence of any disciplinary action by the State Medical Board, i.e., licensure revocation, suspension, or probation, professional malpractice judgment or settlements, exclusion from participation in a federally funded health care program, or termination of a County contract for quality of care reasons. Additionally, DHS will query the National Data Bank and the State Medical Board (or other State regulatory agency) to determine whether the candidate has any disciplinary or malpractice history over their immediate prior three (3) years. Those with such adverse history will be disqualified from participation in the program. The candidate offering the lowest rate below the Board-established maximum, and who otherwise meets the above criteria, will receive the contract.

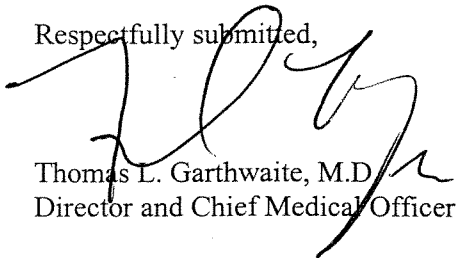
All physicians must: 1) be either board certified or board eligible in an area of specialty recognized by the American Medical Association; 2) meet the credentialing requirements of each County hospital, which includes a review of the physician's malpractice history; 3) join the medical staff; and 4) comply with the Professional Staff Association Bylaws of the County hospital. Non-physician medical personnel must: 1) meet the requirements for their professions; 2) meet the appropriate credentialing requirements for their professions, and 3) comply with the professional standards for their respective professions, and the policies and procedures at DHS health facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended actions will ensure that as-needed specialty medical personnel services for County patients will continue uninterrupted at DHS facilities.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pps

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

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**SPECIALTY MEDICAL SERVICES CONTRACT PROGRAM
FOR PHYSICIAN AND NON-PHYSICIAN MEDICAL PERSONNEL**

1. TYPE OF SERVICE:

Specialty Medical Services Contract Program for as-needed physician and non-physician personnel services for County patients at Department of Health Services (DHS) facilities.

2. CURRENT CONTRACTORS:

See Attachments B and C.

3. TERM:

July 1, 2004 through June 30, 2009.

4. FINANCIAL INFORMATION:

The estimated net County cost for Fiscal Year (FY) 2004-2005 is \$15,935,930. Funding is included in the FY 2004-2005 Proposed County Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREAS TO BE SERVED:

Countywide.

6. ACCOUNTABILITY FOR MONITORING:

DHS Facility Administrators.

7. APPROVALS:

Operations:

Fred Leaf, Chief Operating Officer

Contract Administration:

Irene E. Riley, Director

County Counsel (approval as to form):

Sharon A. Reichman, Senior Deputy County Counsel

**SPECIALTY MEDICAL SERVICES CONTRACT PROGRAM
FOR PHYSICIAN AND NON-PHYSICIAN MEDICAL PERSONNEL
(PROPOSITION A COMPLIANT)**

**FULL-TIME CONTRACTORS
(NEW OR TO BE RENEWED)**

Provider Name	Contract Number	Facility
Arthur S. Zimmerman, M.D.	H-700130	Harbor-UCLA M.C.
Joseph Allevato, M.D.	73449	Roybal CHC
Arshia Ghaffiari, M.D.	NEW	LAC+USC MC
Garo Terzian, M.D.	NEW	LAC+USC MC
Alan Todd Turner, M.D.	H-212885	King/Drew Med Center
A.M. Nisar Syed, M.D./Khatija Syed, M.D.	73447	King/Drew Med Center
Amiram Shneiderman, M.D.	73437	King/ Drew Med Center
Daniel Kahsai, M.D.	73444	King/Drew Med Center
Jimmy Brown, D.D.S., M.D.	73446	King/Drew Med Center
John A. Kare, M.D.	73441	King/Drew Med Center
Leon Salem, M.D.	73438	King/Drew Med Center
Mahmoud Nough, M.D.	73443	King/Drew Med Center
Moustafa Moustafa, M.D.	73430	King/Drew Med Center
Patrick Aguilera, M.D.	73434	King/Drew Med Center
Peter C. Hou, M.D.	NEW	King/Drew Med Center
Rodney K. McKeever, M.D.	73448	King/Drew Med Center
Zakaria T. Boshra, M.D.	73439	King/Drew Med Center

**SPECIALTY MEDICAL SERVICES CONTRACT PROGRAM
FOR PHYSICIAN AND NON-PHYSICIAN MEDICAL PERSONNEL
(EXEMPT FROM PROPOSITION A)**

**PART-TIME OR INTERMITTENT CONTRACTORS
(NEW OR TO BE RENEWED)**

Provider Name	Contract Number	Facility
Allen T. Chien, D.D.S.	H-207635	Rancho Los Amigos
Anjana V. Kamdar, M.D.	H-213054	Rancho Los Amigos
Benjamin Covington, M.D.	H-700079	Rancho Los Amigos
Daniel Y. Shin, M.D.	H-213023	Rancho Los Amigos
David Ginsberg, M.D.	H-700131	Rancho Los Amigos
David Wall, M.D.	H-300319	Rancho Los Amigos
Donna M. Barras, M.D.	H-213026	Rancho Los Amigos
Douglas E. Garland, M.D.	H-213027	Rancho Los Amigos
Eric T. Ikeda, O.D.	H-213183	Rancho Los Amigos
Geoffrey Miller, M.D.	H-213030	Rancho Los Amigos
Gilbert Gelfand, M.D.	H-700080	Rancho Los Amigos
Guo-Long Hung, M.D.	H-213276	Rancho Los Amigos
Heshmat Cook, M.D.	H-300244	Rancho Los Amigos
Hugh M. Kopel, D.D.S.	H-212958	Rancho Los Amigos
Jack E. Sinder, M.D.	H-213034	Rancho Los Amigos
Jeffrey Pucher, D.D.S.	H-700211	Rancho Los Amigos
Jerry Minsky, D.D.S.	H-700165	Rancho Los Amigos
John Hsu, M.D.	H-300232	Rancho Los Amigos
John P. Stein, M.D.	H-213035	Rancho Los Amigos
Jose Pantoja, M.D.	H-700108	Rancho Los Amigos

Provider Name	Contract Number	Facility
Karen D. Altman, M.D.	H-213036	Rancho Los Amigos
Kok W. Lee, M.D.	H-213186	Rancho Los Amigos
Kevin K. Shamlou, M.D., Inc.	H-213037	Rancho Los Amigos
Leslie K. Shokes, M.D.	H-213039	Rancho Los Amigos
Lori K. Malinbaum, D.D.S.	H-213040	Rancho Los Amigos
Marcus Quek, M.D.	NEW	Rancho Los Amigos
Mark Borigini, M.D.	H-300453	Rancho Los Amigos
Mary Murakawa, D.D.S.	H-213042	Rancho Los Amigos
Matthew D. Dunn, M.D.	H-213043	Rancho Los Amigos
Michael Macalalad, D.D.S.	H-207608	Rancho Los Amigos
Mohsin Ali, M.D.	H-213055	Rancho Los Amigos
Owen Heninger, M.D.	H-213057	Rancho Los Amigos
Paul Bohman, D.D.S.	H-207826	Rancho Los Amigos
Ramin Hazany, M.D.	NEW	Rancho Los Amigos
Robert M. Zeit, M.D.	H-213447	Rancho Los Amigos
Ruth Topacio, M.D.	H-700235	Rancho Los Amigos
Samuel Rosenfeld, M.D.	H-207731	Rancho Los Amigos
Sohail Saeed, M.D.	H-207832	Rancho Los Amigos
Stephen L. Rothman, M.D.	H-213062	Rancho Los Amigos
Tra Le, D.D.S.	H-213449	Rancho Los Amigos
USC Surgeons, Inc.	H-213063	Rancho Los Amigos
Vance Eberly, M.D.	H-207514	Rancho Los Amigos
Whittier Surgical Associates, Inc.	H-700121	Rancho Los Amigos
Afshin Shabanie, M.D.	H-207607	Olive View - UCLA
Alireza Sadoughi, M.D.	H-700189	Olive View - UCLA
Andrew H. Shen, M.D.	H-300429	Olive View - UCLA
Angelee Reiner, M.D.	H-700263	Olive View - UCLA

Provider Name	Contract Number	Facility
Armand Dorian, M.D.	H-300191	Olive View - UCLA
Ashim V. Kumar, M.D.	H-208009	Olive View - UCLA
Brendan Riley, D.P.M	H-700212	Olive View - UCLA
Carlo Reyes, M.D.	H-300243	Olive View - UCLA
Cathleen Kim, M.D.	H-700179	Olive View - UCLA
Charles Ananian, D.P.M.	NEW	Olive View - UCLA
Cynthia Ushiyama, M.D.	H-300059	Olive View - UCLA
Dale Gierthy, M.D.	H-700180	Olive View - UCLA
Daniel Copps, D.D.S.	H-207931	Olive View - UCLA
David Beenhouwer, M.D.	H-207983	Olive View - UCLA
David Potyk, M.D.	H-212932	Olive View - UCLA
Denise Andrews-Tang, M.D.	H-207827	Olive View - UCLA
Eric Cheng, M.D.	NEW	Olive View - UCLA
Fuad Rafidi, M.D.	H-300092	Olive View - UCLA
Haleh Ahdoot, M.D.	H-700107	Olive View - UCLA
Hamid Nourmand, M.D.	H-212808	Olive View - UCLA
Hisham Galal Koraa, M.D.	H-700168	Olive View - UCLA
Irena Bauman, M.D.	H-300022	Olive View - UCLA
Joseph Bahuth, M.D.	H-300124	Olive View - UCLA
Justin Fransom, D.P.M.	H-700214	Olive View - UCLA
Kayur Shah, M.D.	H-700046	Olive View - UCLA
Keri Gardner, M.D.	H-207947	Olive View - UCLA
Khalil Tabsh, M.D.	H-700156	Olive View - UCLA
Kimberlee Grise, M.D.	H-700109	Olive View - UCLA
Lisa Alcaraz, M.D.	H-207971	Olive View - UCLA
Lucy Michael, Pharm. D., M.S.	H-700088	Olive View - UCLA
Mari Baldwin, M.D.	H-700256	Olive View - UCLA

Provider Name	Contract Number	Facility
Marie McCombs, M.D.	H-207856	Olive View - UCLA
Mark J. Richman, M.D.	H-700082	Olive View - UCLA
Mindy Chang, M.D.	NEW	Olive View - UCLA
Reb J. H. Close, M.D.	H-300500	Olive View - UCLA
Ronen Alon, M.D.	H-207950	Olive View - UCLA
Saba Notghi, M.D.	H-700169	Olive View - UCLA
Scott Bisheff, M.D.	H-207934	Olive View - UCLA
Sean Choi, D.P.M.	H-700215	Olive View - UCLA
Sheryl L. North, M.D.	H-300234	Olive View - UCLA
Thomas J. Learch, M.D.	H-700091	Olive View - UCLA
Todd B. Brown, M.D.	H-300192	Olive View - UCLA
Tony Chung, M.D., D.D.S.	H-207930	Olive View - UCLA
Uday Devgan, M.D.	H-213187	Olive View - UCLA
Victor Xia, M.D.	H-700132	Olive View - UCLA
Wendy W. Lin, M.D.	H-700092	Olive View - UCLA
William Tully, M.D.	H-300118	Olive View - UCLA
Yale Doberne, M.D.	H-213275	Olive View - UCLA
Zahi Nassoura, M.D.	H-300125	Olive View - UCLA
Ann Connor, M.D., Inc.	H-212804	King/Drew Med Center
Arlene Klink, M.D. (Grace Radiology)	H-207804	King/Drew Med Center
Dilip Patel, M.D.	H-212884	King/Drew Med Center
Francis L. Yemofio, M.D.	H-213228	King/Drew Med Center
Jafar Daryabagi, M.D.	H-213107	King/Drew Med Center
James McPherson, M.D.	NEW	King/Drew Med Center
John May, O.D.	H-213313	King/Drew Med Center
Ronald E. Jefferson, M.D.	H-213229	King/Drew Med Center
Anne Rice, Ph.D.	H-212755	Harbor-UCLA M.C.
Charissa Lee, O.D.	H-300314	Harbor-UCLA M.C.

Provider Name	Contract Number	Facility
Daniel Schimmel, M.D.	H-700247	Harbor-UCLA M.C.
Debra Alexander, O.D.	H-212725	Harbor-UCLA M.C.
Deborah McCurdy, M.D.	H-213058	Harbor-UCLA M.C.
Eric R. Lee, M.D.	H-212881	Harbor-UCLA M.C.
Kent Nozaki, O.D.	H-212726	Harbor-UCLA M.C.
Les Huey, O.D.	H-212717	Harbor-UCLA M.C.
Mark Nakano, O.D.	H-212716	Harbor-UCLA M.C.
Mark D. Plunkett, M.D. (UCLA)	H-212928	Harbor-UCLA M.C.
Paul P. Lee, M.D.	H-300547	Harbor-UCLA M.C.
Robert M. Webman M.D.	H-212879	Harbor-UCLA M.C.
Ronald L. Becker, M.D.	H-300548	Harbor-UCLA M.C.
Russell Hosaka, O.D.	H-212718	Harbor-UCLA M.C.
Ting T. Hsu, O.D.	H-300117	Harbor-UCLA M.C.
Valerie L. Rasner, O.D.	H-212960	Harbor-UCLA M.C.
Charissa Lee, O.D.	H-300313	Long Beach CHC
Les Huey, O.D.	H-212724	Long Beach CHC
Russell Hosaka, O.D	H-300233	Long Beach CHC
Bob C. Chen, D.P.M.	H-300181	El Monte CHC
Lucrecia Escobar, O.D.	H-300157	El Monte CHC
Kusum L. Chaudry, M.D.	H-300116	Roybal CHC
Shishir K. Shah, M.D.	H-212904	Roybal CHC
Hung T. Nguyen, M.D.	H-213347	Hudson CHC
John Momjian, M.D.	H-300036	Hudson CHC
Michael P. Soles, M.D.	H-213164	Hudson CHC
Radharani K. Senigala, M.D.	H-212874	Hudson CHC
San San Wai, M.D.	H-212875	Hudson CHC
Ana Ananikian, O.D.	H-700197	LAC+USC HCN
David Bae, D.P.M.	H-207576	LAC+USC HCN

Provider Name	Contract Number	Facility
David Lin, D.P.M.	H-207693	LAC+USC HCN
Donaldo R. Figueroa, O.D.	H-300145	LAC+USC HCN
Hooman Keano Karimi, D.P.M.	H-207694	LAC+USC HCN
Jeannie A. Brewer, M.D.	H-300142	LAC+USC HCN
Jocelyn S. Dee, M.D.	H-700190	LAC+USC HCN
Leslie Carmichael, M.D.	H-300060	LAC+USC HCN
Martha Patricia Buckley, O.D.	H-300312	LAC+USC HCN
Nuzhat Waheed, D.P.M.	H-700050	LAC+USC HCN
Robinson Castillo, D.P.M.	H-207696	LAC+USC HCN
Sharon Whang, D.P.M.	H-212789	LAC+USC HCN
Akao Olayemi, R.PH.	H-300315	High Desert H. S.
Albert Askarinam, M.D.	H-700045	High Desert H.S.
Alberto Encina, M.D.	H-300475	High Desert H. S.
Alexander W. Sinavsky, M.D.	H-300434	High Desert H. S.
Alvin Rascoe, R.PH.	H-207855	High Desert H. S.
Andrew Katz, D.P.M.	H-207606	High Desert H. S.
Anna Law, M.D.	H-300491	High Desert H.S.
Antelope Valley Lung Institute	H-300308	High Desert H. S.
Antony C. Ernest, M.D.	H-212791	High Desert H. S.
Arun N. Mehta, M.D.	H-212856	High Desert H. S.
Bruce Lohman, M.D.	H-213363	High Desert H. S.
Charles Law, M.D.	H-207870	High Desert H. S.
Clifford Silverman, O.D.	H-212866	High Desert H. S.
Daniel C. Wolfsen, M.D.	H-300435	High Desert H. S.
David B. Day, D.P.M.	H-207889	High Desert H. S.
Dennis W. Shults, D.O.	H-300436	High Desert H. S.
Dianne DeFreece, Ph.D.	H-212933	High Desert H. S.
Edward Wong, M.D.	H-207928	High Desert H. S.

Provider Name	Contract Number	Facility
Elizabeth Hartley, R.PH.	H-300212	High Desert H. S.
Esperanza C. Gajo, M.D.	H-212897	High Desert H. S.
Francesca L. Detrana, D.O.	H-213444	High Desert H. S.
Ghol Ha'eri, M.D.	H-212899	High Desert H. S.
Glen H. Arnold, Ph.D.	H-212792	High Desert H. S.
Hrayr Kabakian, M.D.	H-212851	High Desert H. S.
Ildiko Sprague, R.PH.	H-207794	High Desert H. S.
Indu Jain, M.D.	H-212850	High Desert H. S.
Jesus Partida, M.D.	H-207955	High Desert H. S.
Junaid D. Fitter, M.D.	H-300473	High Desert H. S.
Kalpana Ravikumar, M.D.	H-700277	High Desert H. S.
Krishna Iver, R. PH.	H-207861	High Desert H. S.
Kusum Rudrappa, M.D.	H-212793	High Desert H. S.
Manuel Molina, M.D.	H-213341	High Desert H. S.
Marvin Ross, M.D.	H-300474	High Desert H. S.
Mehboob Ali Makhani, M.D.	H-212934	High Desert H. S.
Mehran Souheinnissani, M.D.	H-700245	High Desert H. S.
Melvyn Master, R. PH.	H-207860	High Desert H. S.
Mitchell Schoen, M.D.	H-700081	High Desert H. S.
Mozafar K. Hakakha, M.D.	H-300122	High Desert H. S.
Murugesu Thangavel, M.D.	H-212864	High Desert H. S.
Nancy Ratcliff, R.PH.	H-207888	High Desert H. S.
Paul Fortaleza, D.O.	H-700089	High Desert H.S.
Phillip Whong, M.D.	H-207887	High Desert H. S.
Ramanathpur S.C. Murthy, M.D.	H-207838	High Desert H. S.
Rendel R. Houston, M.D.	H-207857	High Desert H. S.
Richard Elton, M.D.	H-212860	High Desert H. S.
Richard Jacobson, M.D.	H-212799	High Desert H. S.

Provider Name	Contract Number	Facility
Rosie Jadidian, R.PH.	H-300158	High Desert H. S.
Samy F. Farid, M.D., Inc.	H-207969	High Desert H. S.
Sheila Wright-Scott, M.D.	H-212857	High Desert H. S.
Shehla Baqi, M.D.	H-700111	High Desert H. S.
Suppiah Balachandran, M.D.	H-212798	High Desert H. S.
Tawfik Hadaya, M.D.	H-300180	High Desert H. S.
Valley Tumor Medical Group, Inc.	H-212848	High Desert H. S.
Vijay Shanmugan, M.D.	H-212973	High Desert H. S.
Violeta Vallejo-Sinavsky, M.D.	H-300432	High Desert H. S.
Bobbi Meyer, N.P.	H-207810	High Desert H. S.
Elizabeth Gamsby, F.N.P.	H-300431	High Desert H. S.
Elizabeth Lask, N.P.	H-207834	High Desert H.S.
Maha Gharibeh, N.P.	H-700104	High Desert H.S.
Nancy Ann Breen, N.P.	H-700278	High Desert H. S.
Sandra Spallini, N.P.	H-700276	High Desert H.S.

**IMPOSSIBILITY TO RECRUIT EXEMPTION
(NEW CONTRACTOR)**

Provider Name	Contract Number	Facility
Daniel Abraha, M.D.	NEW	King/Drew Med Center

**SPECIALTY MEDICAL SERVICES CONTRACT PROGRAM
FOR PHYSICIAN AND NON-PHYSICIAN MEDICAL PERSONNEL**

Maximum Rates of Payment for Part-Time and Intermittent/Irregular Physicians

Maximum Hourly Rates:

- | | | |
|----|--|---|
| a. | Maximum Hourly Rate (to be negotiated by DHS based on the physician's medical specialty) | \$125 per hour
(or portion thereof, rounded up to the nearest half hour) |
| b. | Scheduled On-Site, On-Call Services | \$ 57 per hour
(or portion thereof, rounded up to the nearest half hour) |
| c. | Schedule Off-Site, On-Call Services | \$7 per hour
(or portion thereof, rounded up to the nearest half hour) |

Maximum Shift Rates (Only for physicians and other medical professionals providing services at High Desert Hospital)

- | | | |
|----|--|----------------------------|
| a. | Scheduled On-Call Services
Monday through Friday,
5:00 p.m. to 7:00 a.m. | \$200 per 14-hour
shift |
| b. | Scheduled On-Call Services
Weekends and Holidays,
24 hours per day | \$400 per 24-hour
shift |

Maximum Fee-For-Service Rates (Only for physicians and other medical professionals providing services at High Desert Hospital and in the physician's private office to High Desert Hospital patients)

- | | | |
|----|----------------------------|---------------------|
| a. | Consult | \$100 per consult |
| b. | Various Surgical Services | \$400 per procedure |
| c. | Various In-Office Services | \$300 per procedure |

**Maximum Rate of Payment
for Part-time and Intermittent/Irregular Non-Physician Medical Personnel**

Maximum Hourly Rates:

- | | |
|---|--|
| Maximum Hourly Rate (to be negotiated by DHS based on the non-physician medical practitioner's medical specialty) | \$75 per hour
(or portion thereof, rounded up to the nearest half hour) |
|---|--|

Contract # _____
(Physician Services-Prop A)
(All Facilities)

PHYSICIAN SPECIALTY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between the COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including _____ (hereafter "Medical Facility"); and

WHEREAS, a large number of physician specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private

businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty position at Medical Facility (applicable only to new agreements with physician contractors which start on or after July 1, 2004); and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor is either Board certified in his or her specialty(ies) or is eligible to take the examination to become Board certified in his or her specialty(ies); and

WHEREAS, Contractor has applied for and been granted membership in Medical Facility's Professional Staff Association and clinical privileges in accordance with such Association's bylaws; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on July 1, 2004, and, unless sooner cancelled or terminated as provided herein, shall continue in full force and effect to and including June 30, 2009. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, County's Director of Health Services or his or her authorized designee (collectively hereafter "Director") may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's Professional Staff Association bylaws, rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical

Board of California or California Board of Osteopathy, as appropriate).

D. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

E. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

F. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

G. Unless earlier cancelled or terminated, this Agreement shall concurrently terminate on the date that County either (1) transfers the management and operation of Medical Facility, by sale or management contract (e.g., lease of Medical Facility), to a third party, or (2) closes Medical Facility.

2. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

3. DESCRIPTION OF SERVICES: Contractor shall provide medical services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT: Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "A".

5. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of

Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

6. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION :

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County

patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall cooperate fully with County and its claims representatives in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to

its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgements, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 6.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense,

settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

7. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages. Nor shall this

indemnification cover claims or actions against Contractor arising from Contractor's or his or her employees' negligent use of an automobile or other motor vehicle.

8. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the parties and locations as listed in Paragraph 12, NOTICES, Subparagraph A, Sub-sub paragraphs

(1) and (2), prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Pursuant to Paragraph 10, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such

report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Professional Liability Insurance: Consistent with Medical Facility's Professional Staff Associations' Bylaws governing physician services provided under community hospital status, if Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability

Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A", Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit "B" and incorporated by reference into and made a part of Agreement.

B. Payment of Living Wage Rates:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (section 2.201.020 of the County Code) or that Contractor qualifies for an exemption to the Program (section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under Agreement:

a. Not less than \$9.46 per hour, if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided

through the County Department of Health Services Community Health Plan. If, at any time during Agreement, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate listed above.

(2) For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under Agreement. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under Agreement. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such

by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

(3) If Contractor is required to pay a living wage when Agreement commences, Contractor shall continue to pay a living wage for the entire term of Agreement, including any option period.

(4) If Contractor is not required to pay a living wage when Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exemption to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Program's

definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of Agreement, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional

information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

E. Notification to Employees: Contractor shall place County-provided living wage posters at each of Contractor's places of business and all locations where Contractor's Employees are performing services for the County. Contractor shall also distribute County-provided notices to each of its Employees at least once

per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its Employees.

F. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied

the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each

day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required

to pay its Employees for a given period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages for \$50 per Employee per day

for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of Agreement. In the event of such material breach, County may, in its sole discretion, terminate Agreement.

(3) Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

G. Use of Full-Time Employees: Contractor shall assign and use full-time Employees of Contractor to provide services under the Agreement, unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under Agreement. It is understood and agreed that Contractor shall not, under any

circumstance, use non-full-time Employees for services provided under Agreement unless and until County has provided written authorization for the use of same. If required by County, Contractor has submitted or will submit a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

H. Contractor Retaliation Prohibited: Contractor and/or its Employees, shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this Paragraph shall constitute a material breach of Agreement. In the event of such material breach, County may, in its sole discretion, terminate Agreement.

I. Contractor Standards: During the term of Agreement, Contractor shall maintain business stability, integrity in Employee relations, and the financial ability to pay a living wage to its Employees. If requested to do so by County, Contractor shall

demonstrate to the satisfaction of County that Contractor is complying with this requirement.

J. Employee Retention Rights: (Note: this Paragraph applies only if the Agreement involves the provision of services that were previously provided by a contractor under a predecessor Proposition A agreement or by a predecessor cafeteria services contract, which predecessor agreement was terminated by County prior to its expiration.)

(1) Contractor shall offer employment to all retention employees who are qualified for such jobs.

A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

b. Who has been employed by a contractor under a predecessor Proposition "A" contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Agreement, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Agreement.

(2) Contractor is not required to hire a retention Employee who:

a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a contractor.

(3) Contractor shall not terminate a retention employee for the first ninety (90) days of employment under Agreement, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other Employees.

K. Neutrality in Labor Relations: Contractor shall not use any consideration received under Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be

permitted under the provisions of the National Labor Relations Act.

12. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

(1) _____

Attention: Office of the Administrator

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed, and

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attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer Board
of Supervisors of the
County of Los Angeles

Contractor

By _____

By _____
Deputy

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO PROGRAM:

DEPARTMENT OF HEALTH SERVICES

By _____
Deputy

By _____
Associate Director of
Health Services

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Director, Contract Administration

pps:02/04/04
AGRCD3193.PPS

Contract # _____
(Non-Physician-Prop A)
(All facilities)

SPECIALTY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between the COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code,
Sections 1441 and 1445, County has established and operates,
through its Department of Health Services, various County
hospitals, comprehensive health centers and health centers,
including _____ (hereafter
"Medical Facility"); and

WHEREAS, a large number of professional medical services
must be available to meet the needs of sick or injured County
patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient non-
physician specialty medical personnel to provide all of the
necessary services required for its patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County
Charter as implemented by Los Angeles County Code Section
2.121.250 et seq., County is authorized to contract with private

businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill one of critically needed non-physician medical personnel positions at Medical Facility (applicable only to new agreements with non-physician contractors which start on or after July 1, 2004) ; and

WHEREAS, Contractor is a(n) _____, duly licensed, certified, or registered, as appropriate, under the laws of the State of California to provide the services described herein and has qualified under the Medical Facility's rules to render professional services there; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000 and by California Health and Safety Code Sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on July 1, 2004, and unless sooner cancelled or terminated as provided herein, shall continue in full force and effect to and including June 30, 2009. In any event, either party may terminate this Agreement at any time,

for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, County's Director of Health Services or his or her authorized designee (collectively hereafter "Director") may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement, and in the Department of Health Services' and Medical Facility's rules and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license or certification to provide the services hereunder is suspended or revoked by the State of California.

D. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

E. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

F. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right to challenge or appeal such suspension or termination.

G. Unless earlier cancelled or terminated, this Agreement shall concurrently terminate on the date that County either (1) transfers the management and operation of Medical Facility, by sale or management contract (e.g., lease of the Medical Facility), to a third party, or (2) closes Medical Facility.

2. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

3. DESCRIPTION OF SERVICES: Contractor shall provide services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT: Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "A".

5. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

6. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages

resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall cooperate fully with County and its claims representatives in any defense,

settlement, or other disposition of such incident, action or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agent, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such

action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgements, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 6.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

7. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages. Nor shall this indemnification cover claims or actions against Contractor arising from Contractor's or his or her employees' negligent use of an automobile or other motor vehicle.

8. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including

attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the parties and locations as listed in Paragraph 12, NOTICES, Subparagraph A, Sub-sub paragraphs (1) and (2), prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Pursuant to Paragraph 10, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute

a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients

will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Professional Liability Insurance: Consistent with Medical Facility's Professional Staff Associations' Bylaws governing physician services provided under community hospital status, if Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering

liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A", Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit "B" and incorporated by reference into and made a part of Agreement.

B. Payment of Living Wage Rates:

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (section 2.201.202 of the County Code) or that Contractor qualifies for an exemption to the Program (section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below,

for the Employees' services provided to the County under Agreement:

a. Not less than \$9.46 per hour, if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during Agreement, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate listed above.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to

perform services for the County under Agreement. If Contractor uses any subcontractor to perform services for the County under Agreement, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under Agreement. "Full-time" means a minimum of forty (40) hour worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when Agreement commences, Contractor shall continue to pay a living wage for the entire term of Agreement, including any option period.

4. If Contractor is not required to pay a living wage when Agreement commences, Contractor

shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exemption to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of Agreement, including any option period. County may also require, at any time during Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of Agreement, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to County certified

monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, County may audit, at Contractor's place of business, any

of Contractor's records pertaining to Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

E. Notification to Employees: Contractor shall place County-provided living wage posters at each of Contractor's places of business and all locations where Contractor's Employees are performing services for the County. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its Employees.

F. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result

in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may

constitute a material breach of Agreement. In the even of such material breach, County may, in its sole discretion, terminate Agreement.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages for \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of Agreement. In

the event of such material breach, County may, in its sole discretion, terminate Agreement.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

G. Use of Full-Time Employees: Contractor shall assign and use full-time Employees of Contractor to provide services under the Agreement, unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under Agreement unless and until County has provided written authorization for the use of same. If required by County, Contractor has submitted or will submit a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

H. Contractor Retaliation Prohibited: Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Paragraph shall constitute a material breach of Agreement. In the event of such material breach, County may, in its sole discretion, terminate Agreement.

I. Contractor Standards: During the term of Agreement, Contractor shall maintain business stability, integrity in Employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

J. Employee Retention Rights: (Note: this Paragraph applies only if the Agreement involves the provision of services that were previously provided by a contractor under a predecessor Proposition A agreement or by a predecessor cafeteria services contract, which

predecessor agreement was terminated by County prior to its expiration.)

1. Contractor shall offer employment to all retention employees who are qualified for such jobs.

A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

b. Who has been employed by a contractor under a predecessor Proposition "A" contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Agreement, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Agreement.

2. Contractor is not required to hire a retention Employee who:

a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first ninety (90) days of employment under Agreement, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other Employees.

K. Neutrality in Labor Relations: Contractor shall not use any consideration received under Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

12. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder.

Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

(1) _____

Attention: Office of the Administrator

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed, and

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attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer Board
of Supervisors of the
County of Los Angeles

Contractor

By _____

By _____
Deputy

Title: _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

LLOYD W. PELLMAN
County Counsel

DEPARTMENT OF HEALTH SERVICES

By _____
Deputy

By _____
Associate Director of
Health Services

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Director, Contract Administration

pps:02/04/04
AGRCD3194.PPS

Contract # _____
(Physician Services)
(All Facilities)

PHYSICIAN SPECIALTY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 200__,

by and between the _____ COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code,
Sections 1441 and 1445, County has established and operates,
through its Department of Health Services, various County
hospitals, comprehensive health centers and health centers,
including _____ (hereafter
"Medical Facility"); and

WHEREAS, a large number of physician specialty medical
services must be available to meet the needs of sick or injured
County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient
physician staff to provide all of the necessary specialty medical
services required for its patients; and

WHEREAS, County has further determined that the specialty
medical services to be provided hereunder are needed only on a
part-time or intermittent basis; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty position at Medical Facility (applicable only to new agreements with physician contractors which start on or after July 1, 2004); and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor is either Board certified in his or her specialty(ies) or is eligible to take the examination to become Board certified in his or her specialty(ies); and

WHEREAS, Contractor has applied for and been granted membership in Medical Facility's Professional Staff Association and clinical privileges in accordance with such Association's bylaws; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

/

/

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2009. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's Professional Staff Association bylaws, rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical

Board of California or California Board of Osteopathy, as appropriate).

D. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

E. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

F. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

G. Unless earlier cancelled or terminated, this Agreement shall concurrently terminate on the date that County either (1) transfers the management and operation of Medical Facility, by sale or management contract (e.g., lease of Medical Facility), to a third party, or (2) closes Medical Facility.

2. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

3. DESCRIPTION OF SERVICES: Contractor shall provide medical services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT: Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "A".

5. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of

Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

6. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgements, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County

patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to

its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgements, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 6.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense,

settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

7. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages. Nor shall this

indemnification cover claims or actions against Contractor arising from Contractor's or his or her employees' negligent use of an automobile or other motor vehicle.

8. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the parties and locations as listed in Paragraph 11, NOTICES, Subparagraph A, Sub-sub paragraphs

(1) and (2), prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Pursuant to Paragraph 10, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such

report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

24. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

25. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO
CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

26. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

27. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any

Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

28. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

29. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW

program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

30. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS :

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT :

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engage in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor.

32. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under

HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

33. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to

voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

pps:02/04/04
AGRCD3202.PPS

(Proposition A)

EXHIBIT B

LIVING WAGE PROGRAM ORDINANCE

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County.
 - a. For services which si required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

- b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contact with the County.
- D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours of the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1

(part), 1999.) *Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services Community Health Plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Administrative Officer in conjunction with the affirmative action compliance officer shall issue

written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability integrity in employee relations, and the financial ability to pay a living wage (Ord. 99-0048 § 1 (part)).

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part) 1999.)

2.201.070 Employee retention rights

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer.

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act.
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria

services contract for at least six months prior to the date of a new contract, and

3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who.
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other County requirement for employees of a Contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § (part), 1999.)

2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.

B. The County Department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative Officer.

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the Board of Supervisors the termination of the contract; and/or
3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners,

officers, directors, majority stockholders, or their equivalent,
of a business dominant in that field of operation. (Ord 99-0055
§ 1, 1999: Ord 99-0048 § 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of
competent jurisdiction, the remaining provisions shall remain in
full force and effect (Ord. 99-0048 § 1 (part), 1999.).

pps:02/04/04
EXHCD3201.PPS

Contract # _____
(Physician Services)
(All Facilities)

PHYSICIAN SPECIALTY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between the COUNTY OF LOS ANGELES
(hereafter "County"),
and DANIEL ABRAHA, M.D.
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including MARTIN LUTHER KING, JR./DREW MEDICAL CENTER (hereafter "Medical Facility"); and

WHEREAS, a large number of physician specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that due to the extreme shortage of physician specialists who are Board certified or eligible to perform the specialty medical services to be

provided hereunder, County is currently unable to identify and recruit qualified personnel to provide these services; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty position at Medical Facility (applicable only to new agreements with physician contractors which start on or after July 1, 2004); and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor is either Board certified in his or her specialty(ies) or is eligible to take the examination to become Board certified in his or her specialty(ies); and

WHEREAS, Contractor has applied for and been granted membership in Medical Facility's Professional Staff Association and clinical privileges in accordance with such Association's bylaws; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000 and by California Health and Safety Code Sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2009. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's Professional Staff Association bylaws, rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical

Board of California or California Board of Osteopathy, as appropriate).

D. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

E. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

F. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

G. Unless earlier cancelled or terminated, this Agreement shall concurrently terminate on the date that County either (1) transfers the management and operation of Medical Facility, by sale or management contract (e.g., lease of Medical Facility), to a third party, or (2) closes Medical Facility.

2. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

3. DESCRIPTION OF SERVICES: Contractor shall provide medical services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT: Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "A".

5. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of

Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

6. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County

patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to

its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgements, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 6.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense,

settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

7. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages. Nor shall this

indemnification cover claims or actions against Contractor arising from Contractor's or his or her employees' negligent use of an automobile or other motor vehicle.

8. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street,

Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Pursuant to Paragraph 10, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such

report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Professional Liability Insurance: Consistent with Medical Facility's Professional Staff Associations' Bylaws governing physician services provided under community hospital status, if Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability

Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A", Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

- 1) Martin Luther King, Jr./Drew Medical Center
Office of the Administrator
12021 Wilmington Avenue
Los Angeles, California 90059
- 2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

B. Notices to Contractor shall be addressed as follows:

12. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

DANIEL ABRAHA, M.D.
Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

pps:03/03/04
AGRCD3245.PPS

(Physician Services)
(All Facilities: On-Site Only)

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a physician, duly licensed to practice medicine in the State of California, Board certified or Board eligible, in her/his specialty and has applied for and been granted medical staff privileges at Medical Facility, MARTIN LUTHER KING, JR./DREW MEDICAL CENTER. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under the administrative and professional direction of Medical Director. Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services include, but are not limited to, one or more of the following:

A. Pediatric Critical Care and related services at times and on dates scheduled in writing by Medical Director. Contractor's hours of service may exceed 1,681 hours per year due to the extreme shortage of pediatric critical care sub-specialists and the impossibility in identifying and recruiting qualified personnel to provide such services. Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon request of Medical Director.

E. Administrative services, as requested by Medical Director, to include, but not be limited to:

- 1) Participating on Quality Assurance and Utilization Review Committees;

2) Participating on Medical Facility's medical staff committees;

3) Participating in Medical Facility's licensure and Joint Commission on the Accreditation of Healthcare Organization ("JCAHO") reviews;

4) Participating in Medical Facility's planning and equipment planning activities;

5) Participating in continuing medical education activities; and

6) Developing internal policies and procedures.

F. Such other medical services at Medical Facility as may be requested by Medical Director.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All physicians providing services at Medical Facility must be appropriately licensed by the State of California and each must carry her/his current State license (not a copy) while on County premises.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Board Certification: During the term of this Agreement, Contractor shall continuously have and maintain board certification or board eligibility in her/his

specialty(ies) for which he or she has contracted to provide hereunder.

C. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, medical clearance(s) (in accordance with Title 22, California Code of Regulations requirements), credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

D. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Agency ("OSHA") Bloodborne Pathogens Information

packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/ compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

E. Joint Commission on the Accreditation of Healthcare Organizations Standards: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by JCAHO or the State Medical Board or both.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees

appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. USE OF EMPLOYEES AND AGENTS: Contractor shall not utilize any of its employees or agents in the provision of any medical services at Medical Facility hereunder without obtaining the prior written approval of Medical Director and without otherwise satisfying all other delegation and subcontracting requirements of Agreement. No such employee or agent shall provide services on County premises unless he or she has satisfied all applicable physical examination and immunization requirements of Title 22, California Code of Regulations.

In any event, Contractor shall immediately remove any Contractor employee or agent from the provision of such services at Medical Facility upon receipt of oral or written notice from Medical Director that the actions of such employee or agent may adversely affect the delivery of health care services.

Regardless of Contractor's use of any employee or agent hereunder, County shall only be obligated to pay for Contractor's personal services hereunder.

5. COMPENSATION:

A. County shall compensate Contractor for his or her professional services performed at Medical Facility as follows: _____ Dollars (\$____) per each hour of service. (If services are paid on an hourly basis and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.)

The maximum compensation for a twelve (12) month period shall not exceed _____ Dollars (\$_____).

B. Contractor shall document services and hours rendered on County Contract Physician's Log forms provided by Medical Director.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

C. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

D. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

E. Contractor agrees that should it perform services not requested and specified in Paragraph 1 above, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

6. BILLING AND PAYMENT: Contractor shall bill County monthly or semi-monthly in arrears in accordance with procedures set forth below.

A. All billings to County shall include the date on which services were performed, the number of hours worked on each such date, and a description and itemization of the services performed.

B. All billings to County shall be in duplicate and forwarded to the attention of the Expenditure Management Division of Medical Facility. County shall pay Contractor within thirty (30) calendar days of receipt of a complete and correct invoice.

C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

D. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

7. PARKING SPACE: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

pps:03/03/04
EXHCD3246.PPS

PROPOSITION A CONTRACTING
MANDATORY CONTRACTING REQUIREMENTS
APPLICABLE TO PHYSICIAN CONTRACTING PROGRAM

Section 2.121.250 Scope of Chapter 2.121 Provisions.

A. This Chapter 2.121 implements Charter Section 447 as revised on November 7, 1978, and shall apply to the contracting with private businesses to perform personal services which are currently performed by county employees, or which could be performed by county employees through the recruitment of additional county personnel.

B. This Chapter 2.121. shall not apply to the contracting with private business to perform personal services when:

2. The service cannot be performed adequately or competently or satisfactorily by civil service employees and it is impossible to recruit such personnel to perform such service for the period of time such service is needed by the county.
4. The services are needed on a part-time or intermittent basis.

Section 2.121.350 Noncompetitive negotiation. A contract may be made by noncompetitive negotiation only when competition is not feasible, as determined in writing prior to award by the department recommending the award of a contract.

Section 2.121.380 Award of contracts - Mandatory prerequisites.

A. No contract may be awarded pursuant to this chapter unless all of the following requirements are met:

1. The services provided under the contract will be performed more economically by an independent contractor;
2. The county's ability to respond to emergencies will not be impaired;
3. The award of the contract will not result in the unauthorized disclosure of confidential information;
4. Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor;
5. The award of the contract will not infringe upon the proper role of the county in its relationship to its citizens; and
6. The award of the contract, if financed in whole or in part by federal or state funds, will be in full compliance with all applicable federal and state regulations.

B. In making a recommendation to the board of supervisors for the award of a contract, the department recommending the award shall state in writing that the requirements of this section have been met.